

Exhibit 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

PATRICK UDOEWA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ETTAIN GROUP, INC.,

Defendant.

Civil Action 3:18-cv-000535

NOTICE OF COLLECTIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.

You received this Notice of Collective Action Settlement (“Settlement Notice”) because Ettain Group, Inc.’s (“Defendant” or “Ettain”) records show that you performed work as a Trainer and/or Go-Live Support staff for Ettain at some time between December 21, 2015 to the present. Because you fit this definition, **you are receiving money from a Settlement¹ in this case, as described below.**

All questions or inquiries regarding this Settlement Notice and the Settlement should be directed to Class Counsel, Ryan F. Stephan and/or Andrew C. Ficzko of Stephan Zouras, LLP, 100 N. Riverside Plaza, Suite 2150, Chicago IL, 60606, Telephone: (312) 233-1550 or the Settlement Administrator at: Ettain Overtime Settlement, c/o Atticus Administration [Address], Email: [EMAIL ADDRESS], Fax: [NUMBER], Toll-Free Phone: [NUMBER].

1. Why Should You Read This Settlement Notice?

This Settlement Notice explains your right to share in the monetary proceeds of this Settlement. The United States District Court for the Western District of North Carolina has approved the Settlement as fair and reasonable.

2. What Is This Case About?

The Lawsuit alleges that, among other things, individuals who worked for Ettain as a Trainer and/or Go-Live Support staff between December 21, 2015 to the present were not paid overtime compensation to

¹ The capitalized terms in this Notice of Collective Action Settlement have defined meanings that are set out in detail in the Settlement Agreement and Release (“Settlement Agreement”). To review a copy of the Settlement Agreement, please contact the Settlement Administrator at Ettain Overtime Settlement, c/o Atticus Administration [address], [EMAIL], [FAX], Toll-Free Phone: [NUMBER]. It is also publicly available on the Court’s website.

which they were entitled under the Fair Labor Standards Act (“FLSA”). Ettain denies that these individuals were entitled to any overtime compensation or other compensation beyond the compensation they received and denies any wrongdoing and any and all liability and damages to any Person with respect to the alleged facts or causes of action asserted in the Lawsuit. To avoid the burden, expense and inconvenience of continued litigation, the Parties have concluded that it is in their best interest to resolve and settle the Lawsuit by entering into a Settlement Agreement. Nothing contained in this Settlement Notice, nor the fact of this Settlement Notice itself, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Ettain.

On [APPROVAL DATE], the Court approved the Settlement as fair and reasonable and authorized that this Settlement Notice, a Settlement Award, and a Check Opt-in Form be sent to you. The Court has not formed any opinions concerning the merits of the lawsuit, and the Court has not ruled for or against Named Plaintiff as to the merits of any of his individual or collective claims.

3. What Are the Terms of the Settlement?

Ettain has agreed to pay One Hundred Eighty Thousand Dollars (\$180,000.00) to settle this lawsuit (“Gross Settlement Amount”). Deductions from this amount will be made for attorneys’ fees and costs for Class Counsel (\$61,500.00), settlement administration costs (\$XX), and a service award of (\$10,000) to the Named Plaintiff for his service to the Settlement Collective. After deductions of these amounts, what remains of the Gross Settlement Amount is the “Net Settlement Amount” which will be available to pay monetary Settlement Awards to all Settlement Collective Members.

All Settlement Collective Members will receive this Settlement Notice, and a Settlement Award check with a Check Opt-in Form on the back. Only those Settlement Collective Members who Cash their Settlement Award prior to the Check Void Date, and whose Check Opt-in Form is unaltered and deemed sufficient by the Settlement Administrator, shall be deemed to have participated in the Settlement and will become Participating Collective Members.

By Cashing a Settlement Award, a Participating Collective Member: (i) will be electing to opt into the Settlement; (ii) will be authorizing Class Counsel to file with the Court evidence of his or her consent to join the Settlement of the Lawsuit as a party plaintiff, such as his or her name and a copy of the Check Opt-in Form; (iii) will be asserting a claim under the FLSA and any applicable state and/or local laws for all wages, including disputed overtime claims, that allegedly have not been paid; and (iv) will be releasing and agreeing not to sue or otherwise make a claim under the FLSA and any applicable state and/or local wage, hour, and payment of wages laws. This release of claims is full, final and with prejudice.

The rights of Settlement Collective Members who do not become Participating Collective Members shall not be implicated, impacted or effected by the Settlement.

To participate in the Settlement, cash your enclosed Settlement Award check.

4. How Much Can I Expect to Receive?

A minimum amount of \$25.00 will be awarded to each Settlement Collective Member. In addition to this \$25.00 award, you will receive a *pro rata* share of the Net Settlement Amount, based on

the total number of Overtime Hours that you worked for Ettain as a Trainer and/or Go-Live Support staff from December 21, 2015 to the present. The Settlement Awards will be determined as follows:

First, the amount of \$25.00 per Settlement Collective Member will be deducted from the Net Settlement Amount; then

The Net Settlement Amount shall be divided by the total number of Overtime Hours worked by all Settlement Collective Members to reach a dollar figure per Overtime Hour ("Overtime Hour Value.") Each Settlement Collective Member shall receive a Settlement Award that is the result of multiplying the Overtime Hour Value by the Settlement Collective Member's individual Overtime Hours.

According to records maintained by Ettain, you worked _____ Overtime Hours during the relevant time frame and your payout is \$ _____.

Settlement Awards shall be reported on an IRS Form 1099, and shall not be subject to FICA and FUTA withholding taxes. You will have **120 days to cash the enclosed Settlement Award check**. At the conclusion of the 120-day period, the Settlement Award will be void. The value of any uncashed checks will be returned to the Defendant.

5. What Are The Releases?

Participating Collective Members shall release and be deemed to have released, fully, finally and with prejudice, the Participating Collective Members' Released Claims.

With the Cashing of a Settlement Award, Participating Collective Members shall release and discharge, Defendant and all Releasees, finally, forever and with prejudice, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses and losses and issues of any kind or nature whatsoever, whether known or unknown, against Defendant or Releasees that were or could have been asserted in the Complaint as of the date the Court grants Approval of this Settlement. The claims that are released by virtue of this Agreement include, but are not limited to, all state and federal statutory, regulatory, constitutional, contractual or common law claims for wages, unpaid wages, unpaid minimum wage or overtime wages, untimely paid wages, claims relating to wage payment, or other claims of any nature for wages, overtime wages, and claims for any other form of compensation (including unjust enrichment or quantum meruit), including any and all claims for damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon alleged violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, and any similar, parallel, related or derivative state law claims. The released claims include, without limitation, claims meeting the above definition(s) under any and all applicable state statutes, and are hereby released to the fullest extent permitted by law, regardless of the forum.

6. What Are My Rights?

- **Cash your Settlement Award check:** If you are a Settlement Collective Member and you Cash your Settlement Award, you will be opting into the Lawsuit, and will be bound by the release and covenant not to sue in the Settlement.

- **Do Nothing:** If you are a Settlement Collective Member and you do not Cash your Settlement Award, you will forgo your right to receive a payment from the Settlement, you will not be bound by the Settlement and you will not release your claims.

7. Can Defendant Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work with Ettain or future work with Ettain.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Collective?

Plaintiff and the Settlement Collective are represented by the following attorneys acting as Class Counsel:

Ryan F. Stephan
Andrew C. Ficzko
Stephan Zouras, LLP
100 N Riverside Plaza
Suite 2150
Chicago, IL 60606
Telephone: (312) 233-1550
Email: rstephan@stephanzouras.com

9. How Will the Attorneys for the Settlement Collective Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$180,000.00. You do not have to pay the attorneys who represent the Settlement Collective. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (\$60,000.00) plus their out-of-pocket costs, not to exceed \$1,500.

10. Where can I get more information?

If you have questions about this Settlement Notice, including the enclosed Settlement Award and Check Opt-in Form, or the Settlement, or if you did not receive this Settlement Notice in the mail and you believe that you are or may be a member of the Settlement Collective, you should contact the Settlement Administrator. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Settlement Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is publicly accessible and on file with the court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR ETTAIN FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

Dated: [DATE]